

**FEBRUARY 28, 2003**

**CONTRACT PERIOD THROUGH ~~FEBRUARY 28, 2002~~**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **VERTICAL TRANSPORTATION SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **FEBRUARY 17, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

SD/mm  
Attach

Copy to: Clerk of the Board  
James Foley, Facilities Management Department  
**Steve Ellis, MIHS**  
**Sharon Tohtsoni**, Materials Management

SPECIFICATIONS ON CALL FOR BIDS FOR: **VERTICAL TRANSPORTATION SERVICE**

1.0 **INTENT:**

The intent of this Invitation For Bids is to obtain a comprehensive preventative maintenance program for vertical transportation of systems and equipment located throughout Maricopa County for the Facilities Management Department (FMD) as listed herein. This service to be all inclusive. **To the best information available to the County, all elevator equipment is Y2K compliant.**

1.1 **DEFINITIONS – TECHNICAL:**

As used throughout this contract, the following terms shall have the meaning set forth below.

- 1.1.1 **Adjust:** To regulate, settle, bring to a more satisfactory state, to normal operating condition.
- 1.1.2 **Check:** Examine, inspect, test, or verify by trial.
- 1.1.3 **Component Part:** Any part of any item or system which is detachable or removable from the main body or main assembly of the item or system; a constituent part or an essential part necessary to the performance of the system.
- 1.1.4 **Contractor:** The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The Contractor will be responsible for ensuring that his/her subcontractors comply with the provisions of this Contractor.
- 1.1.5 **Contractor Representative:** A foreman, superintendent, or manager assigned in accordance with the "CONTRACTOR EMPLOYEES" clause, Section 2.17.
- 1.1.6 **Control:** A mechanism used to regulate or guide the operation of a machine, apparatus or system.
- 1.1.7 **Daily:** Performed once in every 24-hour period, five days a week (Monday through Friday).
- 1.1.8 **Elevator Mechanic:** Any person employed by the Contractor who is responsible for performing elevator maintenance service under this contract. Elevator mechanics are journeymen-level tradesmen who are qualified by virtue of a combination of formal training and work experience in the trade. Elevator mechanics perform both electrical and mechanical work on a variety of elevator systems.
- 1.1.9 **Emergency work:** The work requiring immediate action to correct or prevent loss or damage to Government property, or to eliminate hazards to personnel or equipment. Calls for service in and Emergency as defined above must be responded to in person within twenty (20) minutes. Service will be required twenty-four (24) hours a day, seven (7) days per week, holidays included.
- 1.1.10 **Facility:** Designates an establishment, structure or assembly of units of equipment.
- 1.1.11 **County Representative:** The person(s) whom the County designates by name and/or position title to conduct liaison between the Contractor and the County on matters pertinent to this Contract and be his/her authorized representative.
- 1.1.12 **Inspect:** To examine thoroughly, to view closely in critical appraisal.
- 1.1.13 **Maintain:** To keep in a state of repair and efficiency, to preserve from failure or decline.
- 1.1.14 **Maintenance:** Work which is required to repair or maintain equipment systems in a safe, operational condition, or to restore these systems to initial or usable condition by overcoming the effects of wear and tear, disaster, damage, or deterioration of new contraction or alteration is not included.

1.1.15 Monthly: Service performed during calendar months at average intervals of 30-days.

- 1.1.16 Provided shall be understood to mean provided in place, that is furnished and installed, ready for use.
- 1.1.17 Quality Assurance (QA): A method used by FMD to provide some measure of control over the quality of purchase goods and/or services received.
- 1.1.18 Quality Control (QC): A method used by the Contractor, to control quality of goods and/or services produced.
- 1.1.19 Regular Working Hours: The County's regular working hours are from 0700 hours to 1600 hours, Mondays through Fridays except (a) County holidays and (b) other days specifically designated by FMD staff.
- 1.1.20 Repair: To restore or renew to a good or sound condition including all necessary materials. A repair may be accomplished by replacement of certain components.
- 1.1.21 Replace: To remove damaged, defective, or deteriorated material or parts and install new or used materials or parts as approved.
- 1.1.22 Required: Demanded as necessary or essential the satisfactory operation of the equipment or system.
- 1.1.23 Semi-annual: Services performed during the Contract period at intervals of 160 to 200 days. It is to be considered that there are two semi-annual periods within a 12-month period of this contract. These services are subject to advance scheduling by the Contractor.
- 1.1.24 System: A group of devices, parts or components forming a network and related items to provide, distribute and/or circulate steam, condensate, heat, ventilation, sewage, electricity, water or which forms the complex of equipment required to accomplish vertical transport.
- 1.1.25 Weekly: Services performed once during each seven (7) day period with a minimum of 5 days between services.
- 1.1.26 Where "as shown", "as required", "as detailed", or words of similar importance are used, it shall be understood that reference is made to the drawings accompanying this specification unless stated otherwise.
- 1.1.27 Where "as directed", "as required", "as permitted", "approval", "acceptance" or words of similar import are used, it shall be understood that direction, requirement, permission, approval or acceptance of the Contracting Officer is intended unless stated otherwise.

**1.2 BIDDERS' QUALIFICATIONS:**

- 1.2.1 The importance of maintaining the equipment herein covered in a safe and efficient operating condition at all times demands that service be performed by an elevator contractor who has satisfactorily maintained equipment of similar grade to the degree specified herein.
- 1.2.2 In order to demonstrate that he can properly fulfill all of the services and conditions of these specifications, the Contractor shall furnish the Bidder's Qualifications Statement with his bid to the County showing that he has:
  - 1. A current license to perform the work in conformance with the provisions of the State Registrar of Contractors (see §2.19).
  - 2. Satisfactorily performed other contracts of similar nature and magnitude and engaged in the business for a period of a least five (5) years in the Phoenix metropolitan area.
  - 3. Adequate capital and satisfactory business standing as required by the work. Bidders shall submit an annual company report covering the preceding year or a certified financial statement.

4. The requisite organization of skilled and experience elevator mechanics and adjusters, all with a minimum of five (5) years experience, under his direct employment and supervision. A journey level mechanic shall perform all work. Helpers may be used only to assist the journey level mechanic. They may not work alone for any reason.
  5. Have the necessary facilities and plant, including all original manufacturer's parts inventory located in Metropolitan Phoenix and furnish the County with a listing of the most frequently used parts, if requested, prior to any award being made.
- 1.2.3 Bidders shall certify that a member of their supervisory personnel, regularly engaged in inspection and supervision, will visit each elevator at least semi-annually to observe the quality of maintenance and to make certain that the quality of maintenance meets the specified and intended standards. The Supervisor shall schedule each visit with the operating engineer responsible for that building so that he may accompany him.
- 1.2.4 The Contractor shall provide a supervisor to accompany the authority having jurisdiction over the elevator on the required semi-annual inspections. The Contractor will provide the County with a written report of the conditions observed during the inspection within five (5) working days and repaired within thirty (30) days.
- 1.2.5 ~~Have access to a company who has experience in research and development for the purpose of making or developing necessary obsolescence, either through employment or through a separate contract. This company shall be qualified to perform this function by education and experience. Maricopa County reserves the right to request a resume from, and/or a meeting with the above mentioned company.~~
- The Contractor shall have the resources to access parts that are found to be obsolete. Obsolete parts must be brought to the attention of the FMD Life Safety staff. If it is found that parts cannot be replaced due to obsolescence and not available at any source, the Contractor shall:**
- a. **Manufacture a replacement part, or**
  - b. **Repair/rebuild the obsolete part, or**
  - c. **Recommend to the County other alternatives and/or upgrades.**
- 1.2.6 The County reserves the right to investigate the quality of maintenance performed by the bidder on equipment similar to those included and to refuse consideration of his bid if the report is unsatisfactory or, if the bidder's organization and qualifications are inadequate to undertake the work specified.
- 1.3 **SURVEY PRIOR TO BID SUBMISSION:**
- 1.3.1 It is mandatory that bidders examine all of the listed units and make a thorough survey of the equipment designated herein and so certify. A formal pre-bid walk-through will be conducted and bids will be accepted only from Contractors who attend. **A mandatory prebid walk-through is scheduled for Monday, January 11, 1999 at 9:00 AM at the Facilities Management Department. A sign-in sheet will be at the site. The walk-through tour may take more than one day. Each day will require a sign-in log. The Medical Center will be exempt from the mandatory walk-through inspection.**
- 1.3.2 Should it be found that any of the elevators require repairs to place them in an acceptable condition so that the Contractor can undertake to perform full maintenance at the contract price quoted, the Contractor shall submit a detailed description of the extra work and its cost with the Contractor's bid. No extra charges under this service contract will be allowed for these or any other repairs after the regular contract service is inaugurated.
- 1.4 **PATENTS:**
- The Contractor shall hold and save the County and consulting Engineer, or their agents or employees, harmless from liability of any nature or kind, including cost and expense for on account of any patented or un-patented invention, article appliance manufactured or used in the performance of this Contract.

**2.0 TECHNICAL SPECIFICATIONS:**

**2.1 CONTRACTOR'S DUTIES AND PERFORMANCE:**

- 2.1.1 Contractor shall furnish all necessary labor, tools, equipment, and supplies to perform the required services at the County facilities designated. The Facilities Management Department or his authorized representative will decide all questions, which may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the FMD authorized representative, performance becomes unsatisfactory, the County shall notify the Contractor.
- 2.1.2 Contractor shall supply weekly; a computer generated report on Service, Preventative Maintenance, Repairs and Emergency Calls. These reports shall consist of preventative maintenance report records and trend logs on all equipment in this contract. The reports shall be provided to FMD weekly, monthly, quarterly, semi-annually, and annually. Trend log reports shall, list and compare all repairs, emergency calls, and preventative maintenance for each elevator. The reports must be in Microsoft Excel on 3.5 disk. These reports shall include comparison with all other County elevators. Reports shall contain the following information:
  - 1. Requesters Name
  - 2. Contract Serial Number
  - 3. FMD Building Number
  - 4. Building Address
  - 5. Machine And Car Number
  - 6. Service Requesters Name And Phone Number
  - 7. Time Mechanic Paged
  - 8. Time Mechanic Responds To Page
  - 9. Time Mechanic Arrival On Site
  - 10. Time Work Is Completed
  - 11. Mechanic's Name And Job Title
  - 12. Number Of Calls Year-To-Date For Each Elevator
  - 13. Description Of Problem With Elevator
  - 14. Work And Parts Required For Repair
  - 15. Is This A Re-Occurring Problem
  - 16. Vandalism (Yes Or No)
  - 17. Billable (Yes Or No)
  - 18. Elevator Occupied During Failure (Yes Or No)
- 2.1.3 Performance Interference: Contractor shall notify Facilities Management Department, 401 W. Jefferson, Phoenix, AZ 85003, (602) 262-3310, immediately of any occurrence or conditions that interfere with the full performance of the contract, and confirming it in writing within twenty-four (24) hours.
- 2.1.4 Payment Deduction Offset Provision: Contractor recognizes the provisions of the code of Maricopa County which require and demand that no payment be made to any vendor as long as there is any outstanding obligation due the County and direct that any such obligation be offset against payment due the vendor.
- 2.1.5 Emergency Materials to be Furnished: Contractor shall certify that major machine components such as motor elements, machine assemblies, worn gears and other special parts, not stocked locally, can be delivered by air freight within 48 hours should emergency conditions warrant. And such deliveries shall however, be at no additional cost to the County.
- 2.1.6 Response of Regular Maintenance: Upon completion of services the Contractor shall furnish a written report of each inspection to the Facilities Management Departure Supervisor. Reports shall advise of any repairs or repair parts that are necessary to maintain the equipment in acceptable operating condition, as set forth in these specifications.
- 2.1.7 The Contractor shall provide radio communication facilities on a 24 hour per day, 365 days per year basis so his staff can be reached and assurance that they will reach the site within one (1) hour after normal

business hours or within twenty (20) minutes during normal working hours. Contractor's Mechanic check in and out of each site with the County Representative on each visit.

- 2.1.8 Provide routine servicing of equipment as frequently as indicated on Exhibit "A". Time expended on routine service shall consist of examination, adjustment, cleaning and lubricating the equipment. Any repairs or replacement of equipment is to be considered, as additional time beyond that required for routine service.
- 2.1.9 Substitution Parts: Should the Contractor seek to substitute brand of materials other than original manufacture parts, the Contractor shall submit data substantiating data must be presented for approval prior to use. The County shall be the sole judge as to the comparative quality and suitability of "an equal" item.
- 2.2 EXCLUSIONS: The following work is excluded from this contract and is not the responsibility of the Contractor.
  - 2.2.1 Power supply feeders, switches and fuses.
  - 2.2.2 Products of combustion detectors for fire recall.
  - 2.2.3 Car enclosure finishes and lighting lamps hoistway enclosures, hoistway door panels, telephone equipment and signal fixtures, faceplates, frames and sills.
  - 2.2.4 Buried cylinders and buried piping.
  - 2.2.5 Vandalism: Damage to equipment caused by vandalism shall not be included in this maintenance contract. All labor and parts shall be billed at contract labor hours and paid by the County.
  - 2.2.6 New attachments as may be recommended or directed by insurance companies or by federal, state, municipal or other government authorities.
- 2.3 CONDITIONS OF SERVICE: The Contractor shall repair or replace, but not limited to, the following:
  - 2.3.1 Traction Elevators:
    - 1. Machine, drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contact, linings and component parts, gears, worms, thrusts.
    - 2. Motor and motor generator, motor and generator windings rotating element, commutator, brushes, brush holders and bearings, SCR variable voltage drives and components.
    - 3. Controllers, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable and mechanical and electrical driving equipment.
    - 4. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
    - 5. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs.
    - 6. Hoistway door interlocks, hoistway door hangers, bottom door guides and auxiliary door closing devices. Automatic power operated door operator, car door hanger, car door contact, door protective devices, load-weighing equipment, car frames, car safety mechanism, platform, platform flooring, elevator car guide shoes, gibs or rollers, signal and operating fixtures including lights, buzzers and gongs in all signal and operating fixtures.



7. The Contractor shall examine periodically, the car safety devices and governors and conduct an annual no lead test and shall, within two (2) years after award of contract, perform a full load, full speed test of the safety mechanism, over speed governors, car and counterweight buffers. The car balance shall be checked electrically and the governor set. If required, the governor shall be recalibrated and sealed for proper tripping speed. These tests shall be witnessed by the County representative responsible for that building and a written report shall be furnished indicating the results of such test. Report shall be directed to the County representative. These tests shall comply with the requirements of the American Standard Safety Code for Elevators and the City of Phoenix Elevator Division and shall be witnessed by the County's representative. All testing shall be such as to permit annual licensing by the jurisdiction having authority. **All elevators listed in the Facilities Management section have had a 5-year test with the exception of the S.E. Facility.**
8. Renew all wire ropes as often as is necessary to maintain an adequate factor of safety, equalize the tension on all hoisting ropes, repair or replace conductor cables and hoistway and machine room elevator wiring, at no additional cost to the County.
9. Shorten and reshackle hoist cables if stretching of ropes make this necessary.
10. For freight elevators with vertical lifting or collapsible car gates and bi-parting, vertical lifting doors or hoistway gates or sidewalk doors, the Contractor shall:
  - a. Keel car gates in balance for easy operation, renew or repair interlocks and retiring cams, replace damaged door astragals and worn door guides.
11. The Contractor shall check the condition and operation of the scanning device and safety edges on car doors and of light rays on car at every visit and, if light rays are inoperative, shall repair them within 24 hours. If, in the Contractor's opinion, the light rays are not maintainable, he shall replace them at no cost to the County, units shall be solid state "Duo Path" as manufactured by the Innovation Company or T.L. Jones electronic scanning devices.
12. **Some elevator sites are monitored by computer equipment. The sites below have such monitoring devices. The Contractor shall not be responsible for this equipment:**
  - a. **East Court Building**
  - b. **Central Court Building**
  - c. **West Court Building**

2.3.2 Hydraulic Elevators: The Contractor shall repair or replace, but not limited to, the following:

1. Pumping plant, valves, exposed piping, fittings, pistons (unless damaged by corroded cylinder failure), packing, tank, heaters and mufflers.
2. Materials covered by traction elevators as applicable.
3. Furnish all oil, lubricants, packing and other materials required.

2.3.3 Escalators; Future Buildings: The Contractor shall repair and replace, but not limited to, the following:

1. Machine, brake, sprockets, drive, handrail, and step chains, chain and step rollers and bearings, comb teeth, step treads, tracks, all bearings for sprockets, sheaves, newel wheels, contacts, coils and skirt switches.

2.3.4 Dumbwaiters: If conditions warrant, the Contractor shall repair or replace, but not limited to, the following:

1. Materials covered by Traction Elevators as applicable.

2.4 ELEVATOR PERFORMANCE:

2.4.1 General: The Contractor shall maintain the original contract speed in feet per minute and the performance time for elevators as indicated under "Basic Performance Requirement".

1. If the actual performance time of the elevator does not meet the times established for elevators of the speed and type of control, the Contractor shall restore the performance of the elevator to its optimum potential.
2. If, in the bidder's opinion, the equipment is inherently designed so that it can not meet these criteria, the bidder shall so state.
3. If there are no exceptions taken, performance shall be provided as specified hereinafter.

2.4.2 Basic Performance Requirements: Electric elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the contract.

1. Operating Characteristics:
  - a. Starting, acceleration, stopping and leveling shall be smooth and free from jars or bumps.
  - b. Full speed riding shall be without swaying or vibration.
  - c. Elevator and door operation shall be quiet.
  - d. Stop made upon operation of emergency stop switch shall be made more rapid than a routine stop but not violent.
  - e. Door pressure shall be maintained below 30 pounds in closing.
2. Group Supervisory Systems: Keep duplex and group contract system operating at design criteria for the lifetime of the Maintenance contract.
3. Individual Elevator Performances: Maintain accurate leveling of +/- 3/8" under all loading conditions, floor-to-floor times, door times and cycle times as indicated in Exhibit 'B'.

2.5 ELEVATOR SPECIAL TESTS:

2.5.1 Elevators provided with fire service or other special circuits shall be tested semi-annually to make certain that these devices are operating correctly and as designed. Advise the County at least one week in advance of these tests so that the County's representative can accompany the mechanic at times scheduled on Exhibit 'A'. These tests will be scheduled after normal working hours **or weekends. The Contractor shall coordinate with the fire alarm contractor to ensure proper operation.**

2.5.2 Create a form for each car describing tests and deliver a signed copy to the County after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken. Fire service test shall include testing of each product of combustion detector where installed. **The fire circuit on the elevator system shall not be the responsibility of the elevator Contractor.**

2.5.3 During the first year and every year thereafter, the Contractor will sample fluid on all hydraulic elevators. The sample will be forwarded to an approved County laboratory for analysis. Analysis reports will be forwarded to the County. The Contractor shall take the necessary corrective action on all discrepancies noted by the Analysis Report.

**2.6 ELEVATOR HOUSEKEEPING:**

- 2.6.1 Within the first three (3) months this contract is in effect, the Contractor shall thoroughly clean all elevator hoistways, pits, car tops and machine rooms. In addition, during the same period of time, all car and hoistway door tracks, hangers, interlocks and closures shall be cleaned, lubricated and adjusted. Continued cleaning must be on going and at the following minimum intervals or sooner, where conditions warrant.
1. Quarterly: Car tops, pits, machine rooms
  2. Semi-Annually: Hoistways and door equipment
- 2.6.2 The exterior of the machinery and any other parts of the equipment subject to rust shall be properly painted and presentable at all times. The motor windings and controlled coils are to be periodically treated and proper insulating compound. The Contractor shall keep the elevator machinery room clean.
- 2.6.3 All debris resulting from this work shall be promptly removed by the Contractor. Debris such as wiping rags, empty oil cans, trash from pits, etc. will be put in closed metal containers as directed by the County.

**2.7 STOCK OF MATERIALS:**

- 2.7.1 The Contractor shall keep in each machine room an adequate supply of contacts, switch parts, coils, conducts, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for prompt replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves and shall remain on the premises ~~and become the property of the County~~. Use closed metal containers for oily rags. All replacement parts shall be obtained from the original manufacturer unless approved by Maricopa County as specified.
- 2.7.2 In addition, keep on the premises or in a warehouse within ten (10) miles of Phoenix.
1. One set of motor brushes and holders for each type of motor and generator.
  2. One door operator motor of each type used.
  3. Three spare solid state boards for optical leveling control.
  4. Hanger sheaves for car and hoistway doors.
  5. Two complete door interlocks.
  6. One set of generator bearings for each type of generator.
  7. One set of brake linings for each type of generator.
  8. Parts for door protective devices.
  9. Coils, relays, motor brushes and all other parts as needed to assure prompt replacement in the event of the shutdown on any elevator.
- 2.7.3 Contractor shall certify that the original equipment manufacturer's major machine components such as motor elements, machine assemblies, worms and gears and others special parts, not stocked locally, can be delivered by air freight within 48 hours should emergency conditions warrant. Any such deliveries shall however, be at no additional cost to the County.

**2.8 WIRING AND CONSTRUCTION PRINTS:**

All wiring and construction printing or diagrams of elevator systems covered under this contract are the property of the County and upon termination of this contract shall be delivered to the County. All changes in circuitry made by the Contractor shall be approved by Facilities Management Department properly recorded on the diagram including date of change and name of person making same.

**2.9 KEYS:**

All keys used on the elevators for the purpose of maintenance or service are the property of the Maricopa County Facilities Management Department and, upon termination of this contract, shall be delivered to the Facilities Management Department. Keys include, but not limited to, machine room keys, hoistway access, service cabinets, light and fan, photo eye, lockouts, fire emergency, emergency service, electrical cabinets, spare parts cabinet and emergency exit. Keys shall not be duplicated for any reason without written permission from the Facilities Management Department.

**2.10 SCHEDULES AND RECORDS:**

2.10.1 Bidders shall submit a work schedule with the bid.

2.10.2 These work schedules shall be designed for each type of equipment to be serviced, such as geared elevators, hydraulic elevators, etc., and shall conform to the manufacturer's recommended practice for the particular equipment concerned. They shall show the kind and frequency of service and lubrication proposed by the Contractor for the duration of the Contract. The County will evaluate proposed work schedules in awarding the contract. However, in no case shall the schedule be less than the minimum requirement of inspection man-hours indicated in Exhibit 'A'.

2.10.3 All inspection, lubrication, adjustment, tests, cleaning, routine repairing and other preventative maintenance activities shall be performed in accordance with the Manufacturer's recommendation.

**2.11 HOURS OF WORK:**

All normal work under this contract is to be performed during regular hours 0700 to 1600/days of the elevator trade. If overtime work is required, County will pay only the difference between normal and overtime labor at the elevator company's regular billing rate. Removal of elevators from service shall be coordinated with and approved by the County's representative.

**2.12 CHANGES IN WORK:**

2.12.1 The County without invalidating this contract, may order extra work or make changes by altering, adding to or deducting from the work only by written purchase order change, initiated by the County and properly approved and authorized and setting forth the amount of money to be added or deducted.

2.12.2 In the event that the County withdraws or adds any elevator to or from service, or the usefulness of any elevator shall end, during the term of this contract, the Contractor shall agree to negotiate an acceptable reduction and/or increase of cost for service for the balance of duration of said Agreement.

**2.13 TROUBLE CALLS:**

Callback service shall be furnished upon request at the Contractor's expense during regular working hours of the regular working days of the elevator company. In the event an emergency callback during overtime hours is required, the Contractor shall furnish all travel time, expenses and time on the job.

**This contract is full-service, all inclusive. All service calls are no additional cost. Exceptions to this are service request caused by vandalism, or damage caused by storms, or by the County. Therefore, all repair trouble calls and parts are no charge to the County regardless of the time of day or day of the week. Trip charges are allowed on billable service only.**

- 2.13.1 Invoices shall be itemized, i.e., discrepancy, corrective action, maintenance man-hours, parts used, and the reason for charges.

**2.14 COUNTY'S RIGHT TO INSPECT:**

- 2.14.1 The County may elect to have the performance of specific elevators evaluated and test witnessed by a neutral party at intervals not more frequent than annually. The Contractor shall provide the necessary manpower and tools, instruments, test weights, etc. required without additional cost to the County to conduct the tests.
- 2.14.2 The County may retain the services of an independent elevator consultant to inspect the elevator performance covered under this maintenance contract. These inspections may be made on a yearly basis during the course of this contract.
- 2.14.3 The results of these inspections will be issued by the elevator consultant to the County. If non-compliance items are included in the report, the County will issue a punch list to the Contractor who shall complete those items within thirty days; the County may solicit competitive corrective bids to abate the non-compliance items. The costs of this corrective action will be deducted from money owed to maintenance Contractor.
- 2.14.4 Submit to the County Representative corrective action on all noncompliance items from inspection conducted by State and local elevator inspectors, in writing, within 30 days of the inspection.

**2.15 COMPLIANCE WITH LAWS AND CODES:**

In the performance of this contract, the Contractor agrees he will abide by all laws, codes, rules and regulations set forth with regard to the equipment by municipal or state authorities having jurisdiction in effect on the date of this agreement.

**2.16 TECHNICAL TRAINING TO COUNTY STAFF:**

The Contractor shall be required to provide technical expertise training for vertical transportation systems to County staff. These training sessions will be on-request by FMD safety staff. The training requested may be for old or new technology. The training will be held at a County facility, or if deemed necessary, the Contractors facility. Training aids (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Contractor. Service manuals may be purchased by the County under a separate purchase order. The Contractor shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation. The cost of this service will be line item priced in the pricing section of the contract. Technical training shall be performed during regular business hours.

**2.17 EMPLOYEES OF THE CONTRACTOR**

No one except authorized employees of the Contractor is allowed on the premises of Maricopa County Buildings. Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor.

- 2.18 A Maricopa County Sheriff's Office and County Attorney's background check will be a requirement for all employees of Contractor's staff providing services to the County. This requirement is essential due to the need to access areas within the County such as detention facilities, court buildings, and many other restricted areas. The cost for this requirement shall be incurred by the County. Contractor shall not assign new employees to County sites unless background checks have been approved and ID badges issued.

- 2.19 Contractor shall be responsible to procure all required licenses and permits when and where applicable. Contractor must comply with all Arizona Statutes, and must hold a current State of Arizona Registrar of Contractors License #L-12 for ELEVATORS. Copy of such must accompany bid package.

2.20 INVOICING:

Monthly billing must be accomplished by specified service reports, indicating hours worked and work performed on each elevator during the month. Reports shall be verified by the signature of the Facilities Management approved representative and the Contractor's authorized representative. Failure to comply will result in withholding of monthly payments. All reports shall be typed or printed in a legible form.

All invoicing for full maintenance services shall be sent to: Facilities Management, 401 W. Jefferson St., Phoenix, AZ 85003, or the Maricopa Medical Center, 2601 E. Roosevelt, Phoenix AZ 85006, Attn: Maintenance. All invoicing **MUST** include: Purchase order number; Terms as bid; Contract serial number AND name; Job site name and building number; Monthly maintenance cost; Price of parts (if applicable); Grand total Monthly maintenance.

Invoicing for Time & Materials (vandalism or other non-contract work) shall contain: Purchase order number; Terms as bid; FMD trouble call number (not applicable to MMC). Name and building number of site; Labor hours (i.e., 4 hour @ \$XX.XX /per hour; Extended labor total; Description of work performed; Itemized parts list with detailed description of parts; A detailed description of work performed; Total parts cost in dollars; Applicable tax on parts only; And grand total.

Invoicing for T&M must have time of day service Mechanic provided the service (i.e., 7:00 PM – **8:00 PM Tuesday**). **Trip charges are allowed on billable service only.**

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.21 TAX:

Taxes shall be imposed on electrical parts, equipment, and supplies purchased by the County. No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

3.0 **GENERAL SPECIFICATIONS:**

3.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Vendors signify their understanding and agreement by signing this document, that the contract resulting from this bid will be a requirements contract. However, this contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this contract, that they will be purchased from the vendor awarded that item. Orders will only be placed when a need is identified by a using agency or department and proper authorization and documentation have been approved.

3.2 CONTRACT LENGTH:

This call for bids is for awarding a firm, fixed price purchasing contract to cover a one three (3) year period.

3.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor



Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

**3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

Maricopa County may terminate the resultant agreement for convenience by providing sixty (60) calendar days advance notice to the vendor.

**3.6 TERMINATION FOR DEFAULT:**

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the vendor has failed to remedy the problem after being forewarned.

**3.7 TERMINATION BY THE COUNTY:**

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

**3.8 APPROPRIATION CONTINGENCY:**

The vendor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The vendor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

**3.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:**

The agreement is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the agreement.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

**3.10 INDEMNIFICATION:**

To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend hold harmless and indemnify the County, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work to services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.11 INSURANCE REQUIREMENTS:

**General Clauses.** The Contractor, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed, with a current A.M. Best, Inc. Rating of B++6, or approved unlicensed by the State of Arizona Department of Insurance.

**Additional Insured.** The insurance coverage, except Workers' Compensation and Professional Liability, required by this Contract, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

**Coverage Term.** All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

**Primary Coverage.** The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self insurance maintained by the County shall not contribute to it.

**Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policies to protect the County.

**Waiver.** The policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the County, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's work or service.

**Deductible/Retention.** The policies may provide coverage which contain deductibles or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Contractor shall be solely responsible for the deductible and/or self insured retention.

**Copies of Policies.** The County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies and/or endorsements. The County shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

**Commercial General Liability.** Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which Coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The Commercial General Liability additional insured endorsement will be at least as broad as the Insurance Service Office, Inc. Additional Insured, Form B, CG 20101185.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision, which would serve to limit third party action over claims.

**Automobile Liability.** Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof).

**Workers' Compensation.** The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of the Contractor.

**Professional Liability.** The Contractor retained by the County to provide the work or service required by this Contract will maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Contractor or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

3.12 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, Contractor shall furnish the County with Certificates of Insurance, or formal endorsements as required by the contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the work or services and as evidenced by annual Certificates of Insurance.

3.13 CANCELLATION AND EXPIRATION NOTICE:

Insurance evidenced by this Certificate shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the County. If a policy does expire during the life of the contract, a renewal Certificate must be sent to the County fifteen (15) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid serial number and title. A \$25.00 administrative fee shall be assessed for all Certificates received without the appropriate bid serial number and title.

3.14 SUBCONTRACTING:

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the contract serial number and identify the job project.

The subcontractor's rate for the job shall not exceed that of the prime contractor's rate, as bid in the pricing section, unless the prime contractor is willing to absorb any higher rates. The subcontractor's invoice shall be invoiced directly to the prime contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the subcontractor's invoice must accompany the prime contractor's invoice.

3.15 CHANGE ORDERS:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Request for Bids.

3.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this contract, prices for such additions will be negotiated between the Vendor and the County.

3.17 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this solicitation and the selected firm's response are to be incorporated into the contract.

3.18 AMENDMENTS:

All amendments to this contract must be in writing and signed by both parties.

**3.19 CONTRACT COMPLIANCE MONITORING:**

The Materials Management Department and Facilities Management Department (using department) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

**3.20 VALIDITY:**

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**3.21 CONFORMATION WITH THE LAW:**

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

**3.22 NON-DISCRIMINATION:**

The Contractor in the performance of this contract will not discriminate against any employee for employment based on race, religion, sex, national origin or disability.

**3.23 COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 (IRCA) REQUIRED:**

Contractor understands and acknowledges the applicability of the IRCA. Contractor agrees to comply with the IRCA in performing under this Agreement and to permit County inspection of personnel records to verify such compliance.

**3.24 NON-COLLUSION:**

The Contractor expressly warrants and certifies that neither the Contractor nor its employees or associates has directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in conjunction with this bid.

**3.25 COVENANT AGAINST CONTINGENT FEES:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach of violation of this warranty, the County shall have the right to terminate this Agreement in accordance with the termination clause, and at its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**3.26 FINANCIAL STATUS:**

All vendors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid or proposal, and/or to declare a vendor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a vendor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor must provide the County with that information as part of its bid/proposal/quote. The County may consider that information during evaluation of the bid/proposal/quote. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County is a bid/proposal/quote, including, but not limited

to, determination that the vendor should be declared non-responsible and/or non-responsive, and suspension or debarment of the vendor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid/proposal/quote in response to this solicitation, the vendor agrees that, if, during the term of any contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the vendor under federal bankruptcy law or any state insolvency law, the vendor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the vendor will meet its obligations to the County.

The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County.

**3.27 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:**

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

**3.28 PROMPT PAYMENT DISCOUNT:**

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority.

**3.29 RETENTION OF RECORDS:**

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

**3.30 ADEQUACY OF RECORDS:**

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

**3.31 AUDIT DISALLOWANCES:**

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

**3.32 P.O. CANCELLATION LANGUAGE:**

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the vendor



**SERIAL 98204-SC**

but only for actual and documentable costs incurred by the vendor due to and after issuance of the Purchase Order. The County will not reimburse the vendor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Vendors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid/proposal in response to this solicitation, the vendor specifically acknowledges to be bound by this cancellation policy.

**3.33 REFERENCES:**

Vendors must provide at least five (5) reference accounts to whom they are presently providing this service. Included must be name of government or company, individual to contact, phone number and address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

**3.34 BID PROTESTS AND DISPUTE RESOLUTION:**

Bid protests and contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906, respectively, of the Maricopa County Procurement Code.

**3.35 RIGHTS IN DATA:**

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

**3.36 SECURITY AND PRIVACY:**

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

**3.37 CONTRACTOR RESPONSIBILITY:**

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or subcontractors.

**3.38 CONTRACTOR LICENSE REQUIREMENT:**

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State, and Local laws, ordinances and regulations which in any manner affect the fulfillment of this contract and shall comply with the same.

Vendors furnishing finished products, materials or articles of merchandise that will require installation or attachment as a part of the Contract, shall possess any licenses required by the Arizona Registrar of Contractors. A vendor is not relieved of its obligation to possess the required licenses by subcontracting out the labor portion of the contract. Vendors are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Vendors shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

**3.39 AMPLIFYING DATA:**

Should any bidder wish to submit amplifying data with this bid, a statement should be made on the bottom of the bid that such amplifying materials is a part of the bid and attach material to the bid form(s).



**3.40 GUARANTEE:**

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

**3.41 DELIVERY:**

It shall be the bidder's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the bidder fails to make delivery and any price differential will be charged against the Contractor.

**3.42 REQUIREMENT OF CONTRACT BONDS:**

Concurrently with the submittal of the contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A performance Bond in an amount equal to the full contract amount conditioned upon the faithful performance of the contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the contract.
- (B) A Payment Bond in an amount of \$100,000.00 solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

**3.43 OFFSET FOR DAMAGES:**

In addition to all other remedies at Law or Equity, the County may offset from any money due to the bidder any amounts bidder owes to the County for damages resulting from breach or deficiencies in performance under this contract.

**3.44 PROVISIONS OF BID DOCUMENTS:**

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

**3.45 INCURRING COSTS:**

Maricopa County is not responsible for any costs incurred in preparing this bid, including the acquisition of supplies and/or personnel until a contract is awarded by the Maricopa County Board of Supervisors.

**3.46 PUBLIC RECORD:**

All information submitted relating to this bid, except for proprietary information, shall become part of the public record.

**3.47 CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:**

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Section MC1-905, to secure an administrative determination on this point.

**3.48 EVALUATION CRITERIA:**

The evaluation of this bid will be based on but not limited to the following:

- 3.48.1 Compliance with specifications
- 3.48.2 Price
- 3.48.3 Vendor performance history
- 3.48.4 Reference

**3.49 AWARD:**

The County reserves the right to award in whole or in part, by item, group of items, by section or geographic area where such action serves the County's best interest.

**3.50 MBE/WBE PARTICIPATION:**

Vendors submitting proposals are encouraged to solicit MBE/WBE participation on this contract. A list of certified MBE/WBE enterprises may be obtained by contacting Carlos Avelar, Contracts Compliance Coordinator for Maricopa County at (602) 506-8656. Please indicate in your bid response MBE/WBE areas of involvement for monitoring purposes.

**3.51 PRICE REDUCTIONS:**

By submitting a bid or proposal in response to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 3.51.1 Cancel the contract, if it is currently in effect.
- 3.51.2 Determine the amount, which the County was overcharged and submit a request for payment from the vendor for that amount.
- 3.51.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

**3.52 CONTRACT ADMINISTRATION:**

To help insure contract compliance, a contract administration process will be an integral part of this contract. County employees will be assigned as contract monitors for key locations throughout the County. Materials Management and the user organizations will utilize the procedure. This contract administration process is an audit and feedback system and will be in addition to any of the other policies and procedures contained herein. The Contract Administration Process is a total quality management tool that empowers the hands-on users to monitor and assure contract compliance.

The vendors should know in the bidding process that the successful bidder will be closely monitored for contract compliance. No additional cost is anticipated to be incurred by the successful bidder by the presence of the contract administration process as long as contract compliance is maintained. Except for the more formalized feedback of findings, the normal vendor/user relationship will exist when within compliance and the contract administration process should be transparent.

3.53 REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003 or by calling (602) 506-3244.

3.54 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (pricing page) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive. Minimum purchase requirements (if any) must be explained in writing by the bidder.

3.55 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 WEST LINCOLN  
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST - (602) 506-3450

Technical Telephone inquiries shall be addressed to:

STEVE VARSCSAK, FMD - (602) 506-8198

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.56 **THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON JANUARY 7, 1999 at 9:00 A.M. AT THE MARICOPA COUNTY FACILITIES MANAGEMENT DEPARTMENT, 401 W. JEFFERSON ST., PHOENIX, AZ 85003**

SD/slt

cc: Steve Varscsak, Facilities Management





**AMTECH ELEVATOR SERVICES, 3150 N. 35<sup>TH</sup> AVENUE, PHOENIX AZ 85017**

**4.0 PRICING**

**S076915/B0606255**

Bidders shall enter a price in the last column for the total monthly charge for full service, (includes all labor, parts, materials, supplies, tax, overhead and profit) as per the technical specifications:

	<u>SITE NAME</u>	<u>BLDG. #</u>	<u>ADDRESS</u>	<u>TYPE</u>	<u>COST/MO.</u>
FACILITIES MANAGEMENT SITES:					
4.1	MCSO, Main Jail	3302	120 S. 1 <sup>st</sup> Ave.	geared pass.	\$ <u>720.00</u>
4.2	Madison St. Jail	3309	225 W. Madison	geared pass.	\$ <u>1375.00</u>
4.3	Madison St. Jail	3309	225 W. Madison	geared comb.	\$ <u>275.00</u>
4.4	East Court Bldg.	3303	101 W. Jefferson	gearless pass.	\$ <u>2400.00</u>
4.5	East Court Bldg.	3303	101 W. Jefferson	gearless comb.	\$ <u>240.00</u>
4.6	East Court Bldg.	3303	101 W. Jefferson	hydraulic	\$ <u>100.00</u>
4.7	East Court Bldg.	3303	101 W. Jefferson	hydraulic	\$ <u>100.00</u>
4.8	East Court Bldg.	3303	101 W. Jefferson	dumbwaiter	\$ <u>80.00</u>
4.9	Central Court Bldg.	3305	201 W. Jefferson	gearless pass.	\$ <u>2400.00</u>
4.10	Central Court Bldg.	3305	201 W. Jefferson	gearless comb.	\$ <u>720.00</u>
4.11	Central Court Bldg.	3305	201 W. Jefferson	dumbwaiter	\$ <u>45.00</u>
4.12	Supervisors Aud.	3304	205 W. Jefferson	handicap lift	\$ <u>45.00</u>
4.13	West Court Bldg.	3301	111 S. 3rd. Ave.	geared comb.	\$ <u>720.00</u>
4.14	West Court Bldg.	3301	111 S. 3rd. Ave.	escalator	\$ <u>800.00</u>
4.15	West Court Bldg.	3301	111 S. 3rd. Ave.	hydraulic	\$ <u>95.00</u>
4.16	Old Courthouse	3401	125 W. Washington	geared pass.	\$ <u>480.00</u>
4.17	Old Courthouse	3401	125 W. Washington	handicap lift	\$ <u>45.00</u>
4.18	Madison Parking Gar.	3308	102 W. Madison	geared pass.	\$ <u>740.00</u>
4.19	County Admin. Bldg.	3310	301 W. Jefferson	geared pass.	\$ <u>1440.00</u>
4.20	County Admin. Bldg.	3310	301 W. Jefferson	hydraulic	\$ <u>90.00</u>
4.21	FMD & Garage	3311	401 W. Jefferson	hydraulic	\$ <u>300.00</u>
4.22	Materials Mgmt.	6202	320 W. Lincoln	hydraulic	\$ <u>95.00</u>
4.23	MCDOT Admin.	1401	2901 W. Durango	hydraulic	\$ <u>90.00</u>
4.24	Flood Control Admin.	1402	2801 W. Durango	hydraulic	\$ <u>90.00</u>
4.25	S.E. Public Facility	2855	222 W. Javelina	hydraulic	\$ <u>300.00</u>
4.26	S.E. Public Facility	2855	222 W. Javelina	geared pass.	\$ <u>740.00</u>
4.27	S.E. Juvenile Center	2856	1810 S. Lewis	hydraulic	\$ <u>180.00</u>
4.28	Adult Probation	2814	234 Centennial Way	hydraulic	\$ <u>90.00</u>
4.29	Public Health Admin.	3807	1845 E. Roosevelt	hydraulic pass.	\$ <u>90.00</u>
4.30	Public Health Clinic	3808	1825 E. Roosevelt	dumbwaiter	\$ <u>45.00</u>
<b>4.46</b>	<b>Security Building, north</b>	<b>4157</b>	<b>234 N. Central</b>	<b>geared pass; frt.</b>	<b>\$ <u>1,250.00</u></b>
<b>4.47</b>	<b>SE Regional-Garage</b>	<b>2860</b>	<b>1840 S. Lewis</b>	<b>hydraulic</b>	<b>\$ <u>120.00</u></b>
<b>4.48</b>	<b>Jackson St. Garage</b>	<b>3315</b>	<b>601 W. Jackson</b>	<b>hydraulic</b>	<b>\$ <u>350.00</u></b>
(This fee for entrapments only)					

Non-maintenance, labor rates shall start when Mechanic arrives on-site. ~~Hourly rate to include travel time.~~ **Trip charges are allowed for billable service only.**

**AMTECH ELEVATOR SERVICES, 3150 N. 35<sup>TH</sup> AVENUE, PHOENIX AZ 85017**

**4.0 PRICING:** (continued)

4.42 **Non-maintenance (billable service) labor rates.** Labor, (business hours) for services either outside the scope, non-maintenance services, or vandalism charges:

4.42.1	Foreman	\$ <u>92.00</u> /per hr.
4.42.2	Mechanic	\$ <u>84.00</u> /per hr.
4.42.3	Helper	\$ <u>60.00</u> /per hr.
4.42.4	Trip charge	\$ <u>110.00</u> /per trip (billable service)

4.43 Training labor rate: \$ no charge /per student, per 4 hour session

4.45 Parts not covered under full maintenance, cost plus: 15 %

TERMS: NET 30

FEDERAL TAX ID NUMBER: 95-128-6977

TELEPHONE NUMBER: (602) 455-4375

FAX NUMBER: (602) 455-4366

CONTACT PERSON: HUGH C. CUFF

VENDOR NUMBER: 951286977

CONTRACT PERIOD: TO COVER PERIOD ENDING ~~FEBRUARY 28, 2002~~  
**FEBRUARY 28, 2003**